

ORDINANCE NO. 2019-097

ORDINANCE OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA APPROVING COVENANTS IN FAVOR OF MIAMI DADE COUNTY TO MAINTAIN, OPERATE AND PRESERVE A STORMWATER MANAGEMNET SYSTEM AS DESIGNED ON N.W. 102 AVENUE, FROM N.W. 142 STREET TO N.W. 145 PLACE, AS MORE PARTICULARLY DESCRIBED IN THE FORM COVENANTS, A COPY OF WHICH IS ATTACHED HERETO AND MADE A PART HEREOF AS "EXHIBIT 1"; AUTHORIZING THE EXECUTION OF THE COVENANTS BY THE MAYOR AND CITY CLERK, ON BEHALF OF THE CITY; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City has planned to construct certain roadway improvements on N.W. 102 Avenue from N.W. 142 Street to N.W. 145 place; and

WHEREAS, in order to complete the roadway improvements and as part of the regulatory permits, Miami-Dade County Regulatory and Economic Resources Division of Environmental Resources Management requires the City covenant to maintain, operate and preserve the roadways stormwater management system as designed; and

WHEREAS, preservation of the stormwater management system is in the public's best interest.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA, THAT:

Section 1: The City of Hialeah, Florida hereby approves the form covenants in favor of Miami-Dade County for the purpose of operating, maintaining and preserving the stormwater management system as designed for the public right of way known as N.W. 102 Avenue, from N.W. 142 Street to N.W. 145 Place as more particularly described in the covenants attached hereto and made a part hereof as "Exhibit 1".

Section 2: The City of Hialeah, Florida hereby authorizes the Mayor and the City Clerk to execute the form covenants on behalf of the City.

Section 3: Repeal of Ordinances in Conflict.

All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 4: Severability Clause.

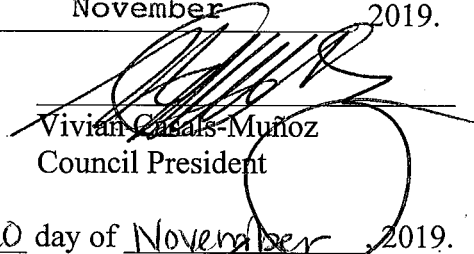
If any phrase, clause, sentence, paragraph or section of this ordinance shall be declared invalid or unconstitutional by the judgment or decree of a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this ordinance.

Section 5: Effective Date.

This ordinance shall become effective when passed by the City Council and signed by the Mayor or at the next regularly scheduled City Council meeting, if the Mayor's signature is withheld or if the City Council overrides the Mayor's veto.

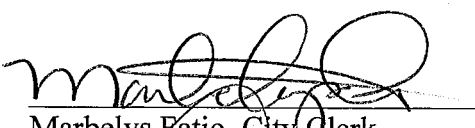
PASSED and ADOPTED this 12 day of November, 2019.

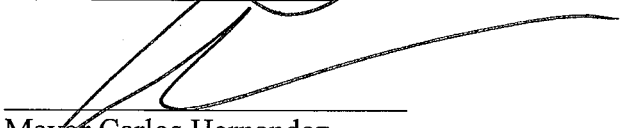
THE FOREGOING ORDINANCE
OF THE CITY OF HIALEAH WAS
PUBLISHED IN ACCORDANCE
WITH THE PROVISIONS OF
FLORIDA STATUTE 166.041
PRIOR TO FINAL READING.


Vivian Casals-Munoz
Council President

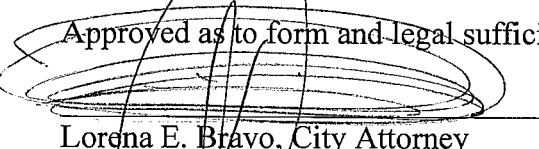
Attest:

Approved on this 20 day of November, 2019.


Marbelys Patjo, City Clerk


Mayor Carlos Hernandez

Approved as to form and legal sufficiency:


Lorena E. Bravo, City Attorney

S:\LEB\LEGISLATION\2019-ORDINANCES\StormwaterDOR-NW102AvenuefromNW142stoNW145pl-COHotMDC.docx

Ordinance was adopted by a 7-0 vote with Councilmembers, Caragol, Zogby, Hernandez, Casals-Munoz, De La Rosa, Perez and Cue-Fuente voting "Yes".

Prepared by
Sign _____
Print Robert J. Behar, PE
Address 6861 SW 196 Avenue, Suite 302
Pembroke Pines, FL 33332

COVENANT RUNNING WITH THE LAND OF _____
CITY OF HIALEAH, IN FAVOR OF THE BOARD OF
COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY,
FLORIDA, CONCERNING THE PROTECTION AND
MAINTENANCE OF STORMWATER MANAGEMENT
SYSTEM LOCATED **ALONG NW 102 AVENUE FROM NW**
142 STREET TO NW 145 PLACE, MIAMI-DADE COUNTY,
FLORIDA.

The undersigned owner(s) of a parcel of real property, legally described as set forth in Exhibit "A", attached hereto and incorporated herein by reference, located **ALONG NW 102 AVENUE FROM NW 142 STREET TO NW 145 PLACE**, Miami-Dade County, Florida, and further identified for ad valorem tax purposes by all or part of folio number(s) **N/A (RIGHT-OF-WAY)** (hereinafter referred to as the "Property").

The undersigned owner(s) has submitted and the Miami-Dade County Department of Regulatory and Economic Resources Division of Environmental Resources Management (DERM) or its successors or assigns department has reviewed and approved: the site plan, stormwater management plan, and the maintenance plan for the control of impediments to the function of the stormwater management system.

The undersigned owner, in order to guarantee the permanency of all features depicted in the approved site plan, does hereby create(s) a covenant (the "Covenant") on behalf of the undersigned owner(s) and his/their heirs, successors, assigns and grantees (hereafter collectively referred to as the "Undersigned"), running with the land, to and in favor of the Board of County Commissioners of Miami-Dade County, Florida (hereafter referred to as the "Board"), their successors and assigns, with respect to the Property, as follows:

1. The Undersigned covenant(s) and represent(s) that the Undersigned owner(s) is/are the owner(s) in fee simple of the Property and that no other person or other legal entity has any fee interest in the Property.
2. The Undersigned agree(s) and covenant(s) that, if applicable, it shall form a Florida non-profit Homeowners Association to which all third party purchasers of any part of the Property shall be members, which Homeowners Association (the "Association") shall be obligated to maintain the stormwater management system at the sole cost and expense of the Association. The Undersigned agree(s) and covenant(s) that, if applicable, it shall form the Association upon the earlier of twelve (12) months from the date hereof or before the issuance of the first building permit.

3. This Covenant shall remain in effect unless and until an Improvement District is created to maintain and operate the stormwater management system as it relates to the Property. At the time that the Improvement District is created, the Miami-Dade Public Works Department or its successor department shall assume financial responsibility for the stormwater management system, at which time, this Covenant may be released by the County.
4. The Undersigned agree(s) and covenant(s) that, prior to entering into a landlord-tenant relationship with respect to granting an easement upon, encumbering or selling the stormwater management area or any portion thereof, the undersigned shall notify, in writing, all proposed tenants, easement holders, mortgagees or purchasers of the existence and contents of this Covenant, and shall provide the RER-DERM with copies of all such written notifications. Failure of the current Property owner(s) to provide such written notice to all successors, heirs, assigns and grantees shall not, however, affect the validity of this Covenant or the ability of the RER-DERM to enforce this Covenant against any successors, heirs, assigns and grantees.
5. The Undersigned has attached hereto as Exhibit "B", the site plan titled, "NW 102 AVENUE – STORMWATER MANAGEMENT PLAN", and Exhibit "C" the stormwater management and maintenance plan. The Undersigned agree(s) and covenant(s) that any and all portion(s) of the Property designated as the stormwater management system, including all open, pervious, impervious and lake areas, as well as structural components of the conveyance system shall be maintained:
 - A) in the condition depicted on the approved plans;
 - B) free of silt, debris, solid waste or fill,
 - C) free of noxious vegetation; and
 - D) in accordance with the maintenance schedule and control techniques approved by the RER-DERM for the control of noxious vegetation, as applicable.

The Undersigned agree(s) and covenant(s) that the same shall not be used for the placement or storage of any materials. The stormwater management area shall not be altered in size or shape without the approval of the RER-DERM.

6. The Undersigned agree(s) and covenant(s) to prevent any clearing or removal of native plants not defined as noxious vegetation pursuant to Section 24-5 of the Code of Miami-Dade County, Florida, and plants required to be planted by Miami-Dade County in the stormwater management area(s), except as required to maintain the stormwater management area(s) in a functional condition, in accordance with the approved management plan(s).
7. The Undersigned agree(s) and covenant(s) to prevent and prohibit adverse impacts to the stormwater management system. In the event RER-DERM determines that the stormwater management system is being adversely impacted, then RER-DERM may require the installation of protective barriers around the impacted portions of the stormwater management system.
8. The Undersigned agree(s) and covenant(s) that the RER-DERM shall have the right to inspect the Property at reasonable times to determine whether the Property is being used and maintained in the manner consistent with this Covenant. Should RER-DERM determine, after such an inspection, that curative action is required in order to achieve compliance with this Covenant, the RER-DERM shall notify the current Property owner(s) in writing by certified mail, return receipt requested, of the particular curative action is required in order to achieve compliance with this Covenant, the RER-DERM shall notify the current Property owner(s) in writing by certified mail, return receipt requested, of the particular curative action to be taken and the reasons therefor. The owner(s) shall take such curative action within a reasonable time, provided, however, that the owner(s) shall have the right to appeal RER-DERM's actions or decisions to the Miami-Dade County Environmental Quality Control Board in accordance with the provisions of Section 24-6 of the Code of Miami-Dade County. The

owner(s) shall be entitled to seek judicial review of any decisions of the Miami-Dade County Environmental Quality Control Board in accordance with the Florida Rules of Appellate Procedure.

9. Upon agreement by Miami-Dade County, this instrument may be modified, amended or released for any portion of the Property by a written instrument executed by the fee simple owner(s) of the Property, or any portion thereof, that would be affected by such modification, amendment or release. The director of RER-DERM shall have the authority to approve modifications or amendments to the site plans required under this instrument and require same to be recorded in the Public Records of Miami-Dade County. No other provisions of this Covenant shall be subject to cancellation, revision, alteration or amendment without the consent of the Board.
10. This instrument shall constitute a covenant running with the land binding upon the Undersigned and his/their heirs, successors, assigns and grantees upon the recording of the same in the Public Records of Miami-Dade County, Florida. The conditions contained herein shall apply to all present and future owners of any portion of the Property. This Covenant shall remain in full force and effect and shall be binding upon the Undersigned and his/their heirs, successors, assigns and grantees for an initial period of thirty (30) years from the date that this instrument is recorded in the Public Records of Miami-Dade County, Florida, and shall be automatically extended for successive periods of ten (10) years thereafter unless released prior to the expiration thereof as set forth in Paragraph 9 above.
11. The Undersigned agree(s) and covenant(s) that this Covenant and the provisions contained herein may be enforced by the Director of the RER-DERM or its successor agency by preliminary and permanent, prohibitory and mandatory injunctions as well as otherwise provided for by law or ordinance.
12. After this Covenant is accepted by the RER-DERM, the Covenant, together with a certified copy of the Board's resolution authorizing the RER-DERM to accept covenants in substantially the form of this Covenant, shall be promptly filed with the Clerk of Court for recording in the official records of Miami-Dade County.
13. Invalidations of any one of the covenants herein, to the extent it is not material, shall in no way affect any of the other provisions of this Covenant which shall remain in full force and effect.

IN WITNESS WHEREOF, the Undersigned, being the owner(s) of the Property, agree(s) to the terms of this Covenant, hereby create same as a covenant running with the land, and set their hands and seal unto this Covenant this _____ day of _____, 20__.

Witnesses:

Sign _____

Print _____

Address _____

Property Owner(s):

CITY OF HIALEAH

Sign _____

Print Mayor Carlos Hernandez

Corporate Seal (if applicable)

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____, who is personally known to me or who has produced _____ as identification and who did take an oath.

NOTARY PUBLIC

Sign _____

Print _____

State of Florida at Large (seal)

My Commission Expires: _____

Accepted by the Miami-Dade County Mayor or designee, on behalf of the Board of County Commissioners of Miami-Dade County, Florida

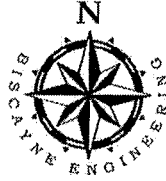
Sign _____ Date _____

Print _____

By: County Mayor or designee

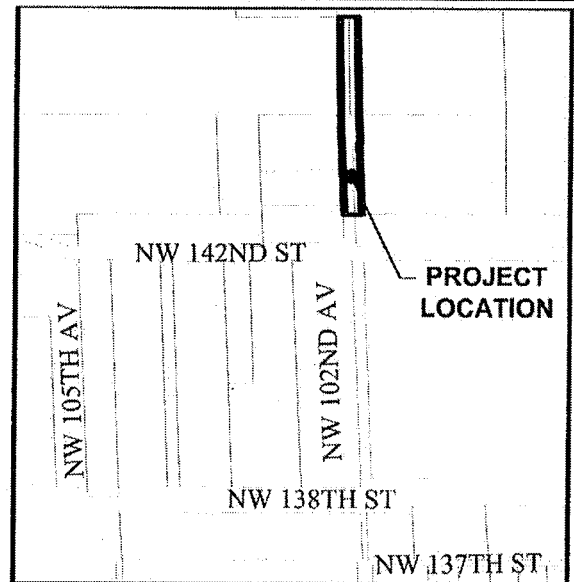
SKETCH TO ACCOMPANY LEGAL DESCRIPTION

EXHIBIT "A"



LEGEND:

PB - PLAT BOOK
PG - PAGE
CL - CENTERLINE
ORB - OFFICIAL RECORD BOOK
P.O.C - POINT OF COMMENCEMENT
P.O.B. - POINT OF BEGINNING
R/W - RIGHT OF WAY
MDCSS - MIAMI-DADE COUNTY SECTION SHEET



LOCATION MAP
(NOT TO SCALE)

NOTES:

1. THIS IS NOT A SURVEY.
2. THE SUBJECT AREA PROPERTIES LIE IN THE S 1/2 OF SECTION 20, TOWNSHIP 52 SOUTH, RANGE 4 EAST, CITY OF HIALEAH, MIAMI-DADE COUNTY, FLORIDA.
3. THE PURPOSE OF THIS SKETCH AND LEGAL DESCRIPTION DOCUMENT IS TO DESCRIBE THE EXISTING AND PROPOSED RIGHT OF WAY WITHIN THE AREA DESIGNATED FOR FLOOD COMPENSATION PURPOSES AND TO ACCOMPANY COVENANT DOCUMENTS.
4. RECORD INFORMATION SHOWN HEREON WAS OBTAINED FROM THE PUBLIC RECORDS OF MIAMI-DADE COUNTY FLORIDA, THE CITY OF HIALEAH, AND MIAMI-DADE COUNTY, PROPERTY APPRAISER'S WEB-SITE.
5. BEARINGS SHOWN HEREON ARE BASED ON THE NORTH AMERICAN DATUM OF 1983/2011 ADJUSTMENT AS BROADCAST BY THE FLORIDA PERMANENT REFERENCE NETWORK (FPRN). A BEARING OF N02°36'35" WAS OBTAINED BETWEEN THE SOUTHEAST AND NORTHEAST CORNERS OF THE SW 1/4 OF SECTION 20, TOWNSHIP 42 SOUTH, RANGE 40 EAST.

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT THE ATTACHED "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" COMPLIES WITH THE STANDARDS OF PRACTICE FOR SURVEYING AND MAPPING AS SET FORTH IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES.

NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

NOTE: THIS IS NOT A SURVEY.

BISCAYNE ENGINEERING COMPANY, INC.
529 WEST FLAGLER STREET, MIAMI, FL. 33130
TEL: (305)-324-7671, FAX: (305)-324-0809
STATE OF FLORIDA DEPARTMENT OF AGRICULTURE
CERTIFICATE OF AUTHORIZATION LB-0000129

LUIS A. GAZTAMBIDE, PSM, FOR THE FIRM
PROFESSIONAL SURVEYOR AND MAPPER NO. 6816
STATE OF FLORIDA

THIS DOCUMENT IS VALID ONLY WHEN ALL SHEETS ARE COMBINED, FORMING THE COMPLETE SET.

DATE: Nov 02, 2018 - 4:50pm EST FILE: C:\PROJECTS\86205 RJ Behar - Hialeah NW 102nd Ave(S of 138)\DWG\05-86205-RJ BEHAR RW S&L.dwg

DRAWING No. 2293-SS-04

BEC ORDER # 05-86205

PROJECT: NW 102ND AVENUE RIGHT OF WAY SKETCH AND LEGAL

DATE: 11/02/2018	REV DATE:	FIELD BOOK N/A	SHEET 1 OF 3	DRAWN BY W.J.R.	CLIENT R.J. BEHAR AND COMPANY
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SURVEYORS
ENGINEERS
PLANNERS
• SINCE 1898 •

529 W. FLAGLER ST, MIAMI, FL 33130
TEL. (305) 324-7671

449 NW 35TH ST, BOCA RATON, FL 33431
TEL. (561) 609-2329

E-MAIL: INFO@BISCAYNEENGINEERING.COM • WEBSITE: WWW.BISCAYNEENGINEERING.COM

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

EXHIBIT "A"

LEGAL DESCRIPTION:

A PARCEL OF LAND LYING IN THE SOUTH 1/2 OF SECTION 20, TOWNSHIP 52 SOUTH, RANGE 40 EAST, SAID PARCEL ALSO BEING A PORTION OF TRACTS 4 THROUGH 8 AND TRACTS 16 THROUGH 20 OF SECTION 20 OF CHAMBERS LAND COMPANY SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, AT PAGE 68, OF THE PUBLIC RECORDS OF MIAMI DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER, OF THE SOUTHEAST 1/4, OF SECTION 20, TOWNSHIP 52 SOUTH, RANGE 40 EAST, SAID POINT ALSO BEING THE CENTER OF SAID SECTION 20; THENCE NORTH 89°39'49" EAST, ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 20, A DISTANCE OF 35.03 FEET, TO A POINT ON A LINE 35.00 FEET EAST OF AS MEASURED AT RIGHT ANGLES AND PARALLEL TO THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 20; THENCE SOUTH 02°36'35" EAST, ALONG SAID PARALLEL LINE, A DISTANCE OF 544.42 FEET, TO A POINT ON THE EXISTING NORTHERLY RIGHT OF WAY LINE OF NW 102nd AVENUE, AS DEDICATED PER SAID RINKER LAKE PLAT; THENCE NORTH 76°22'03" EAST, ALONG SAID EXISTING NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 5.09 FEET TO A POINT ON A LINE 40.00 FEET EAST OF AS MEASURED AT RIGHT ANGLES AND PARALLEL TO THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 20, SAID PARALLEL LINE ALSO BEING THE EAST RIGHT OF WAY LINE OF NW 102nd AVENUE AS DEDICATED PER SAID RINKER LAKE PLAT; THENCE, ALONG SAID EAST RIGHT OF WAY LINE OF NW 102nd AVENUE, FOR THE FOLLOWING TWO COURSES: 1) SOUTH 02°36'35" EAST, A DISTANCE OF 179.99 FEET, TO A POINT ON A CURVE CONCAVE SOUTHERLY, HAVING FOR ITS ELEMENTS A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF 09°35'39"; 2) THENCE WESTERLY ALONG SAID CURVE, AN ARC DISTANCE OF 5.02 FEET TO A POINT ON A LINE 35.00 FEET EAST OF AS MEASURED AT RIGHT ANGLES AND PARALLEL TO THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 20; THENCE SOUTH 02°36'35" EAST, ALONG SAID PARALLEL LINE, A DISTANCE OF 385.23 FEET; THENCE SOUTH 89°40'10" WEST, DEPARTING SAID EAST PARALLEL LINE, A DISTANCE OF 95.08 FEET, TO A POINT ON THE WEST RIGHT OF WAY LINE OF NW 102nd AVENUE, SAID WEST RIGHT OF WAY LINE BEING 60.00 FEET WEST OF AS MEASURED AT RIGHT ANGLES AND PARALLEL TO THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 20; THE NORTH 02°36'35" WEST, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 542.38 FEET TO A POINT ON THE AFOREMENTIONED RIGHT OF WAY LINE OF NW 102nd AVENUE; THENCE NORTH 76°22'03" EAST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 25.33 FEET, TO A POINT ON A LINE 35.00 FEET WEST OF AS MEASURED AT RIGHT ANGLES AND PARALLEL TO THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 20; THENCE NORTH 02°36'35" WEST, ALONG SAID PARALLEL LINE, A DISTANCE OF 553.63 FEET, TO A POINT ON THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 20; THENCE NORTH 89°39'49" EAST ALONG SAID NORTH LINE OF SAID SOUTHWEST 1/4, A DISTANCE OF 35.02 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 92,275 SQUARE FEET OR 2.118 ACRES MORE OR LESS.

THIS DOCUMENT IS VALID ONLY WHEN ALL SHEETS ARE COMBINED, FORMING THE COMPLETE SET.

THIS IS NOT A SURVEY

DATE: Nov 02, 2018 - 4:50pm EST FILE: C:\PROJECTS\86205 RJ Behar - (Hialeah NW 102nd Ave(S of 138))\DWG\05-86205-RJ BEHAR RW S&L.dwg

DRAWING No. 2283-SS-06

BEC ORDER # 05-86205

PROJECT: NW 102ND AVENUE RIGHT OF WAY SKETCH AND LEGAL

DATE: 11/02/2018	REV DATE:	FIELD BOOK N/A	SHEET 2 OF 3	DRAWN BY W.J.R.	CLIENT R.J. BEHAR AND COMPANY
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SKETCH TO ACCOMPANY LEGAL DESCRIPTION

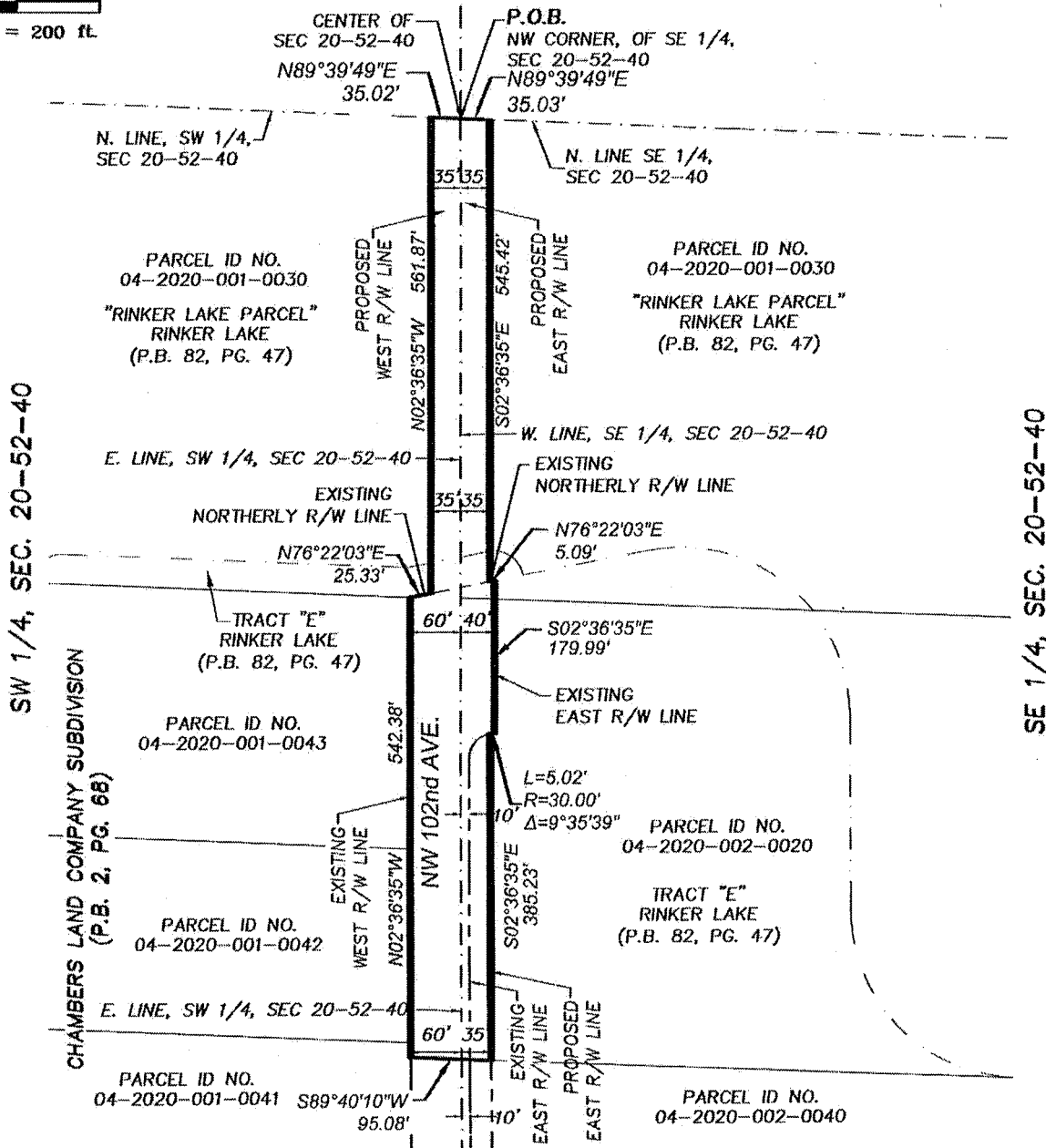
EXHIBIT "A"



GRAPHIC SCALE
0 100 200
1 inch = 200 ft.

LINE TYPES

EXISTING R/W LINE ————
SECTIONAL LINES - - - - -
TRACT LINES ————



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DATE: Nov 02, 2018 - 4:50pm EST FILE: C:\PROJECTS\86205 RJ Behar - Hialeah NW 102nd Ave(S of 138)\DWG\05-86205-RJ BEHAR RW S&L.dwg

DRAWING No. 2293-SS-04

BEC ORDER # 05-86205

PROJECT: NW 102ND AVENUE RIGHT OF WAY SKETCH AND LEGAL

DATE:
11/02/2018

REV DATE:

FIELD BOOK
N/A

SHEET
3 OF 3

DRAWN BY
W.J.R.

CLIENT
R.J. BEHAR AND COMPANY



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Carlos Hernandez
Mayor

Vivian Casals-Muñoz
Council President

Isis Garcia-Martinez
Council Vice President

October 10, 2019

Honorable Mayor Carlos Hernandez
And City Council Members
City of Hialeah
Hialeah, Florida 33010

Re: NW 102nd Avenue Between 142nd and 145th Place Stormwater Management Plan Covenant

Project Location: NW 102nd Avenue from 142nd Street to 145th Place, Hialeah, Florida.

Dear Mayor and Council members:

On October 23, 2018, R.J. Behar & Company was awarded the design contract for NW 102nd Ave between 142nd and 145th Pl. During the drainage design review process, Miami-Dade County DERM determined that the project is within an established drainage basin. As a result, a Cut and Fill Permit and a Stormwater Management Covenant are required.

I am therefore respectfully requesting the approval of the proposed resolution which authorizes the Mayor and the City Clerk as attesting witness on behalf of the City of Hialeah to execute the Stormwater Management Covenant with Miami Dade County. Through the covenant, the City consents to the maintenance and operation of the proposed stormwater management system along the right-of-way of NW 102nd Ave between 142nd and 145th Pl until an improvement district is created.

The execution of the Stormwater Management Covenant with Miami Dade County is contingent on the execution and recording of the right-of-way deeds from Relp Beacon Logistics LLC, Gimrook Property LLC, and The Machado Family Limited Partnership No 2.

Respectfully,


Jose Sanchez
Acting Director of Streets Department

JS/yq

APPROVED/DISAPPROVED

APPROVED/DISAPPROVED

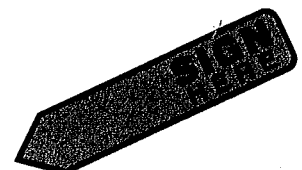
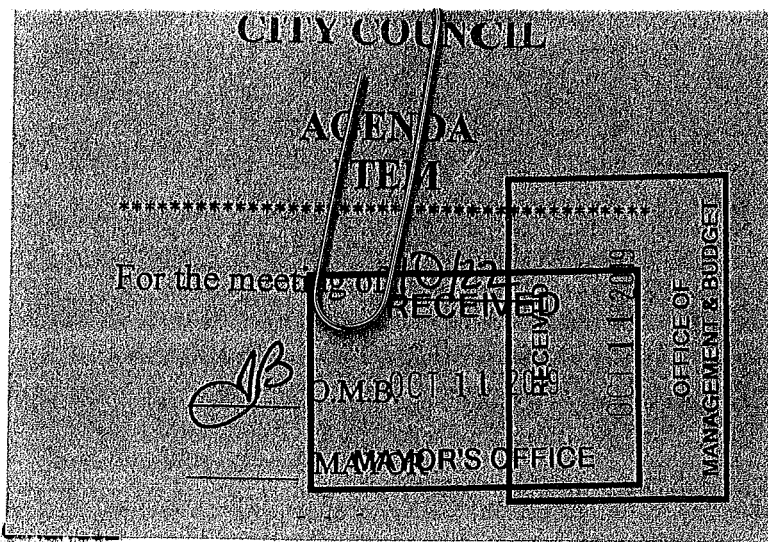
APPROVED/DISAPPROVED


Luis Suarez, Purchasing Manager


Ines F. Beecher, OMB Director


Carlos Hernandez, Mayor

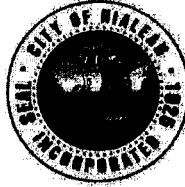
Council Members
atharine E. Cue-Fuentes
Paul B. Hernandez
Lourdes Lozano
Jose F. Caragol
Carl Zogby



Carlos Hernandez
Mayor

Vivian Casals-Muñoz
Council President

Isis Garcia-Martinez
Council Vice President



Council Members
Katharine E. Cue-Fuente
Paul B. Hernandez
Lourdes Lozano
Jose F. Caragol
Carl Zogby

City of Hialeah

October 10, 2019

Honorable Mayor Carlos Hernandez
And City Council Members
City of Hialeah
Hialeah, Florida 33010

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Respectfully,




Jose Sanchez
Acting Director of Streets Department

JS/yq

APPROVED/DISAPPROVED


Luis Suarez, Purchasing Manager

APPROVED/DISAPPROVED


Ines F. Beecher, OMB Director

APPROVED/DISAPPROVED


Carlos Hernandez, Mayor



Prepared by
Sign _____
Print Robert J. Behar, PE
Address 6861 SW 196 Avenue, Suite 302
Pembroke Pines, FL 33332

COVENANT RUNNING WITH THE LAND OF _____
CITY OF HIALEAH, IN FAVOR OF THE BOARD OF
COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY,
FLORIDA, CONCERNING THE PROTECTION AND
MAINTENANCE OF STORMWATER MANAGEMENT
SYSTEM LOCATED **ALONG NW 102 AVENUE FROM NW**
142 STREET TO NW 145 PLACE, MIAMI-DADE COUNTY,
FLORIDA.

The undersigned owner(s) of a parcel of real property, legally described as set forth in Exhibit "A", attached hereto and incorporated herein by reference, located **ALONG NW 102 AVENUE FROM NW 142 STREET TO NW 145 PLACE**, Miami-Dade County, Florida, and further identified for ad valorem tax purposes by all or part of folio number(s) **N/A (RIGHT-OF-WAY)** (hereinafter referred to as the "Property").

The undersigned owner(s) has submitted and the Miami-Dade County Department of Regulatory and Economic Resources Division of Environmental Resources Management (DERM) or its successors or assigns department has reviewed and approved: the site plan, stormwater management plan, and the maintenance plan for the control of impediments to the function of the stormwater management system.

The undersigned owner, in order to guarantee the permanency of all features depicted in the approved site plan, does hereby create(s) a covenant (the "Covenant") on behalf of the undersigned owner(s) and his/their heirs, successors, assigns and grantees (hereafter collectively referred to as the "Undersigned"), running with the land, to and in favor of the Board of County Commissioners of Miami-Dade County, Florida (hereafter referred to as the "Board"), their successors and assigns, with respect to the Property, as follows:

1. The Undersigned covenant(s) and represent(s) that the Undersigned owner(s) is/are the owner(s) in fee simple of the Property and that no other person or other legal entity has any fee interest in the Property.
2. The Undersigned agree(s) and covenant(s) that, if applicable, it shall form a Florida non-profit Homeowners Association to which all third party purchasers of any part of the Property shall be members, which Homeowners Association (the "Association") shall be obligated to maintain the stormwater management system at the sole cost and expense of the Association. The Undersigned agree(s) and covenant(s) that, if applicable, it shall form the Association upon the earlier of twelve (12) months from the date hereof or before the issuance of the first building permit.

3. This Covenant shall remain in effect unless and until an Improvement District is created to maintain and operate the stormwater management system as it relates to the Property. At the time that the Improvement District is created, the Miami-Dade Public Works Department or its successor department shall assume financial responsibility for the stormwater management system, at which time, this Covenant may be released by the County.
4. The Undersigned agree(s) and covenant(s) that, prior to entering into a landlord-tenant relationship with respect to granting an easement upon, encumbering or selling the stormwater management area or any portion thereof, the undersigned shall notify, in writing, all proposed tenants, easement holders, mortgagees or purchasers of the existence and contents of this Covenant, and shall provide the RER-DERM with copies of all such written notifications. Failure of the current Property owner(s) to provide such written notice to all successors, heirs, assigns and grantees shall not, however, affect the validity of this Covenant or the ability of the RER-DERM to enforce this Covenant against any successors, heirs, assigns and grantees.
5. The Undersigned has attached hereto as Exhibit "B", the site plan titled, "NW 102 AVENUE – STORMWATER MANAGEMENT PLAN", and Exhibit "C" the stormwater management and maintenance plan. The Undersigned agree(s) and covenant(s) that any and all portion(s) of the Property designated as the stormwater management system, including all open, pervious, impervious and lake areas, as well as structural components of the conveyance system shall be maintained:
 - A) in the condition depicted on the approved plans;
 - B) free of silt, debris, solid waste or fill,
 - C) free of noxious vegetation; and
 - D) in accordance with the maintenance schedule and control techniques approved by the RER-DERM for the control of noxious vegetation, as applicable.

The Undersigned agree(s) and covenant(s) that the same shall not be used for the placement or storage of any materials. The stormwater management area shall not be altered in size or shape without the approval of the RER-DERM.

6. The Undersigned agree(s) and covenant(s) to prevent any clearing or removal of native plants not defined as noxious vegetation pursuant to Section 24-5 of the Code of Miami-Dade County, Florida, and plants required to be planted by Miami-Dade County in the stormwater management area(s), except as required to maintain the stormwater management area(s) in a functional condition, in accordance with the approved management plan(s).
7. The Undersigned agree(s) and covenant(s) to prevent and prohibit adverse impacts to the stormwater management system. In the event RER-DERM determines that the stormwater management system is being adversely impacted, then RER-DERM may require the installation of protective barriers around the impacted portions of the stormwater management system.
8. The Undersigned agree(s) and covenant(s) that the RER-DERM shall have the right to inspect the Property at reasonable times to determine whether the Property is being used and maintained in the manner consistent with this Covenant. Should RER-DERM determine, after such an inspection, that curative action is required in order to achieve compliance with this Covenant, the RER-DERM shall notify the current Property owner(s) in writing by certified mail, return receipt requested, of the particular curative action is required in order to achieve compliance with this Covenant, the RER-DERM shall notify the current Property owner(s) in writing by certified mail, return receipt requested, of the particular curative action to be taken and the reasons therefor. The owner(s) shall take such curative action within a reasonable time, provided, however, that the owner(s) shall have the right to appeal RER-DERM's actions or decisions to the Miami-Dade County Environmental Quality Control Board in accordance with the provisions of Section 24-6 of the Code of Miami-Dade County. The

owner(s) shall be entitled to seek judicial review of any decisions of the Miami-Dade County Environmental Quality Control Board in accordance with the Florida Rules of Appellate Procedure.

9. Upon agreement by Miami-Dade County, this instrument may be modified, amended or released for any portion of the Property by a written instrument executed by the fee simple owner(s) of the Property, or any portion thereof, that would be affected by such modification, amendment or release. The director of RER-DERM shall have the authority to approve modifications or amendments to the site plans required under this instrument and require same to be recorded in the Public Records of Miami-Dade County. No other provisions of this Covenant shall be subject to cancellation, revision, alteration or amendment without the consent of the Board.
10. This instrument shall constitute a covenant running with the land binding upon the Undersigned and his/their heirs, successors, assigns and grantees upon the recording of the same in the Public Records of Miami-Dade County, Florida. The conditions contained herein shall apply to all present and future owners of any portion of the Property. This Covenant shall remain in full force and effect and shall be binding upon the Undersigned and his/their heirs, successors, assigns and grantees for an initial period of thirty (30) years from the date that this instrument is recorded in the Public Records of Miami-Dade County, Florida, and shall be automatically extended for successive periods of ten (10) years thereafter unless released prior to the expiration thereof as set forth in Paragraph 9 above.
11. The Undersigned agree(s) and covenant(s) that this Covenant and the provisions contained herein may be enforced by the Director of the RER-DERM or its successor agency by preliminary and permanent, prohibitory and mandatory injunctions as well as otherwise provided for by law or ordinance.
12. After this Covenant is accepted by the RER-DERM, the Covenant, together with a certified copy of the Board's resolution authorizing the RER-DERM to accept covenants in substantially the form of this Covenant, shall be promptly filed with the Clerk of Court for recording in the official records of Miami-Dade County.
13. Invalidations of any one of the covenants herein, to the extent it is not material, shall in no way affect any of the other provisions of this Covenant which shall remain in full force and effect.

IN WITNESS WHEREOF, the Undersigned, being the owner(s) of the Property, agree(s) to the terms of this Covenant, hereby create same as a covenant running with the land, and set their hands and seal unto this Covenant this _____ day of _____, 20__.

Witnesses:

Sign _____

Print _____

Address _____

Property Owner(s):

CITY OF HIALEAH

Sign _____

Print Mayor Carlos Hernandez

Corporate Seal (if applicable)

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____, who is personally known to me or who has produced _____ as identification and who did take an oath.

NOTARY PUBLIC

Sign _____

Print _____

State of Florida at Large (seal)

My Commission Expires: _____

Accepted by the Miami-Dade County Mayor or designee, on behalf of the Board of County Commissioners of Miami-Dade County, Florida

Sign _____ Date _____

Print _____

By: County Mayor or designee

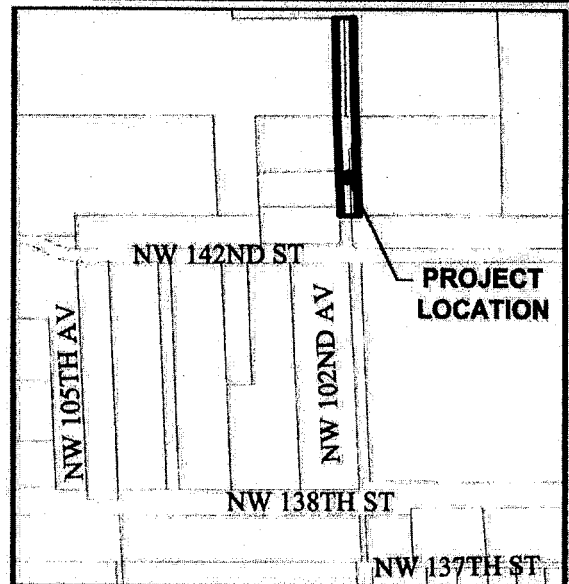
SKETCH TO ACCOMPANY LEGAL DESCRIPTION

EXHIBIT "A"



LEGEND:

PB - PLAT BOOK
PG - PAGE
CL - CENTERLINE
ORB - OFFICIAL RECORD BOOK
P.O.C - POINT OF COMMENCEMENT
P.O.B - POINT OF BEGINNING
RW - RIGHT OF WAY
MDCSS - MIAMI-DADE COUNTY SECTION SHEET



LOCATION MAP
(NOT TO SCALE)

NOTES:

1. THIS IS NOT A SURVEY.
2. THE SUBJECT AREA PROPERTIES LIE IN THE S 1/2 OF SECTION 20, TOWNSHIP 52 SOUTH, RANGE 4 EAST, CITY OF HIALEAH, MIAMI-DADE COUNTY, FLORIDA.
3. THE PURPOSE OF THIS SKETCH AND LEGAL DESCRIPTION DOCUMENT IS TO DESCRIBE THE EXISTING AND PROPOSED RIGHT OF WAY WITHIN THE AREA DESIGNATED FOR FLOOD COMPENSATION PURPOSES AND TO ACCOMPANY COVENANT DOCUMENTS.
4. RECORD INFORMATION SHOWN HEREON WAS OBTAINED FROM THE PUBLIC RECORDS OF MIAMI-DADE COUNTY FLORIDA, THE CITY OF HIALEAH, AND MIAMI-DADE COUNTY, PROPERTY APPRAISER'S WEB-SITE.
5. BEARINGS SHOWN HEREON ARE BASED ON THE NORTH AMERICAN DATUM OF 1983/2011 ADJUSTMENT AS BROADCAST BY THE FLORIDA PERMANENT REFERENCE NETWORK (FPRN). A BEARING OF N02°36'35" WAS OBTAINED BETWEEN THE SOUTHEAST AND NORTHEAST CORNERS OF THE SW 1/4 OF SECTION 20, TOWNSHIP 42 SOUTH, RANGE 40 EAST.

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT THE ATTACHED "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" COMPLIES WITH THE STANDARDS OF PRACTICE FOR SURVEYING AND MAPPING AS SET FORTH IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES.

NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

NOTE: THIS IS NOT A SURVEY.

BISCAYNE ENGINEERING COMPANY, INC.
529 WEST FLAGLER STREET, MIAMI, FL. 33130
TEL: (305)-324-7671, FAX: (305)-324-0809
STATE OF FLORIDA DEPARTMENT OF AGRICULTURE
CERTIFICATE OF AUTHORIZATION LB-0000129

LUIS A. GAZTAMBIDE, PSM, FOR THE FIRM
PROFESSIONAL SURVEYOR AND MAPPER NO. 6816
STATE OF FLORIDA

THIS DOCUMENT IS VALID ONLY WHEN ALL SHEETS ARE COMBINED, FORMING THE COMPLETE SET.

DATE: Nov 02, 2018 - 4:50pm EST FILE: C:\PROJECTS\86205 RJ Behar - Hialeah NW 102nd Ave(S of 138)\DWG\05-86205-RJ BEHAR RW S&L.dwg

DRAWING No. 2293-SS-04

BEC ORDER # 05-86205

PROJECT: NW 102ND AVENUE RIGHT OF WAY SKETCH AND LEGAL

DATE: 11/02/2018	REV DATE:	FIELD BOOK N/A	SHEET 1 OF 3	DRAWN BY W.J.R.	CLIENT R.J. BEHAR AND COMPANY
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529 W. FLAGLER ST, MIAMI, FL 33130 TEL. (305) 324-7671	449 NW 35TH ST, BOCA RATON, FL 33431 TEL. (561) 809-2329
E-MAIL: INFO@BISCAYNEENGINEERING.COM • WEBSITE: WWW.BISCAYNEENGINEERING.COM	

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

EXHIBIT "A"

LEGAL DESCRIPTION:

A PARCEL OF LAND LYING IN THE SOUTH 1/2 OF SECTION 20, TOWNSHIP 52 SOUTH, RANGE 40 EAST, SAID PARCEL ALSO BEING A PORTION OF TRACTS 4 THROUGH 8 AND TRACTS 16 THROUGH 20 OF SECTION 20 OF CHAMBERS LAND COMPANY SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, AT PAGE 68, OF THE PUBLIC RECORDS OF MIAMI DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER, OF THE SOUTHEAST 1/4, OF SECTION 20, TOWNSHIP 52 SOUTH, RANGE 40 EAST, SAID POINT ALSO BEING THE CENTER OF SAID SECTION 20; THENCE NORTH 89°39'49" EAST, ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 20, A DISTANCE OF 35.03 FEET, TO A POINT ON A LINE 35.00 FEET EAST OF AS MEASURED AT RIGHT ANGLES AND PARALLEL TO THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 20; THENCE SOUTH 02°36'35" EAST, ALONG SAID PARALLEL LINE, A DISTANCE OF 544.42 FEET, TO A POINT ON THE EXISTING NORTHERLY RIGHT OF WAY LINE OF NW 102nd AVENUE, AS DEDICATED PER SAID RINKER LAKE PLAT; THENCE NORTH 76°22'03" EAST, ALONG SAID EXISTING NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 5.09 FEET TO A POINT ON A LINE 40.00 FEET EAST OF AS MEASURED AT RIGHT ANGLES AND PARALLEL TO THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 20, SAID PARALLEL LINE ALSO BEING THE EAST RIGHT OF WAY LINE OF NW 102nd AVENUE AS DEDICATED PER SAID RINKER LAKE PLAT; THENCE, ALONG SAID EAST RIGHT OF WAY LINE OF NW 102nd AVENUE, FOR THE FOLLOWING TWO COURSES: 1) SOUTH 02°36'35" EAST, A DISTANCE OF 179.99 FEET, TO A POINT ON A CURVE CONCAVE SOUTHERLY, HAVING FOR ITS ELEMENTS A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF 09°35'39"; 2) THENCE WESTERLY ALONG SAID CURVE, AN ARC DISTANCE OF 5.02 FEET TO A POINT ON A LINE 35.00 FEET EAST OF AS MEASURED AT RIGHT ANGLES AND PARALLEL TO THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 20; THENCE SOUTH 02°36'35" EAST, ALONG SAID PARALLEL LINE, A DISTANCE OF 385.23 FEET; THENCE SOUTH 89°40'10" WEST, DEPARTING SAID EAST PARALLEL LINE, A DISTANCE OF 95.08 FEET, TO A POINT ON THE WEST RIGHT OF WAY LINE OF NW 102nd AVENUE, SAID WEST RIGHT OF WAY LINE BEING 60.00 FEET WEST OF AS MEASURED AT RIGHT ANGLES AND PARALLEL TO THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 20; THE NORTH 02°36'35" WEST, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 542.38 FEET TO A POINT ON THE AFOREMENTIONED RIGHT OF WAY LINE OF NW 102nd AVENUE; THENCE NORTH 76°22'03" EAST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 25.33 FEET, TO A POINT ON A LINE 35.00 FEET WEST OF AS MEASURED AT RIGHT ANGLES AND PARALLEL TO THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 20; THENCE NORTH 02°36'35" WEST, ALONG SAID PARALLEL LINE, A DISTANCE OF 553.63 FEET, TO A POINT ON THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 20; THENCE NORTH 89°39'49" EAST ALONG SAID NORTH LINE OF SAID SOUTHWEST 1/4, A DISTANCE OF 35.02 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 92,275 SQUARE FEET OR 2.118 ACRES MORE OR LESS.

THIS DOCUMENT IS VALID ONLY WHEN ALL SHEETS ARE COMBINED, FORMING THE COMPLETE SET.

THIS IS NOT A SURVEY

DATE: Nov 02, 2018 - 4:50pm EST FILE: C:\PROJECTS\86205 RJ Behar - Hialeah NW 102nd Ave(S of 138)\DWG\05-86205-RJ BEHAR RW S&L.dwg

DRAWING No. 2283-SS-06

BEC ORDER # 05-86205

PROJECT: NW 102ND AVENUE RIGHT OF WAY SKETCH AND LEGAL

DATE:
11/02/2018

REV DATE:

FIELD BOOK
N/A

SHEET
2 OF 3

DRAWN BY
W.J.R.

CLIENT
R.J. BEHAR AND COMPANY



SURVEYORS
ENGINEERS
PLANNERS
• SINCE 1898 •

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SKETCH TO ACCOMPANY LEGAL DESCRIPTION

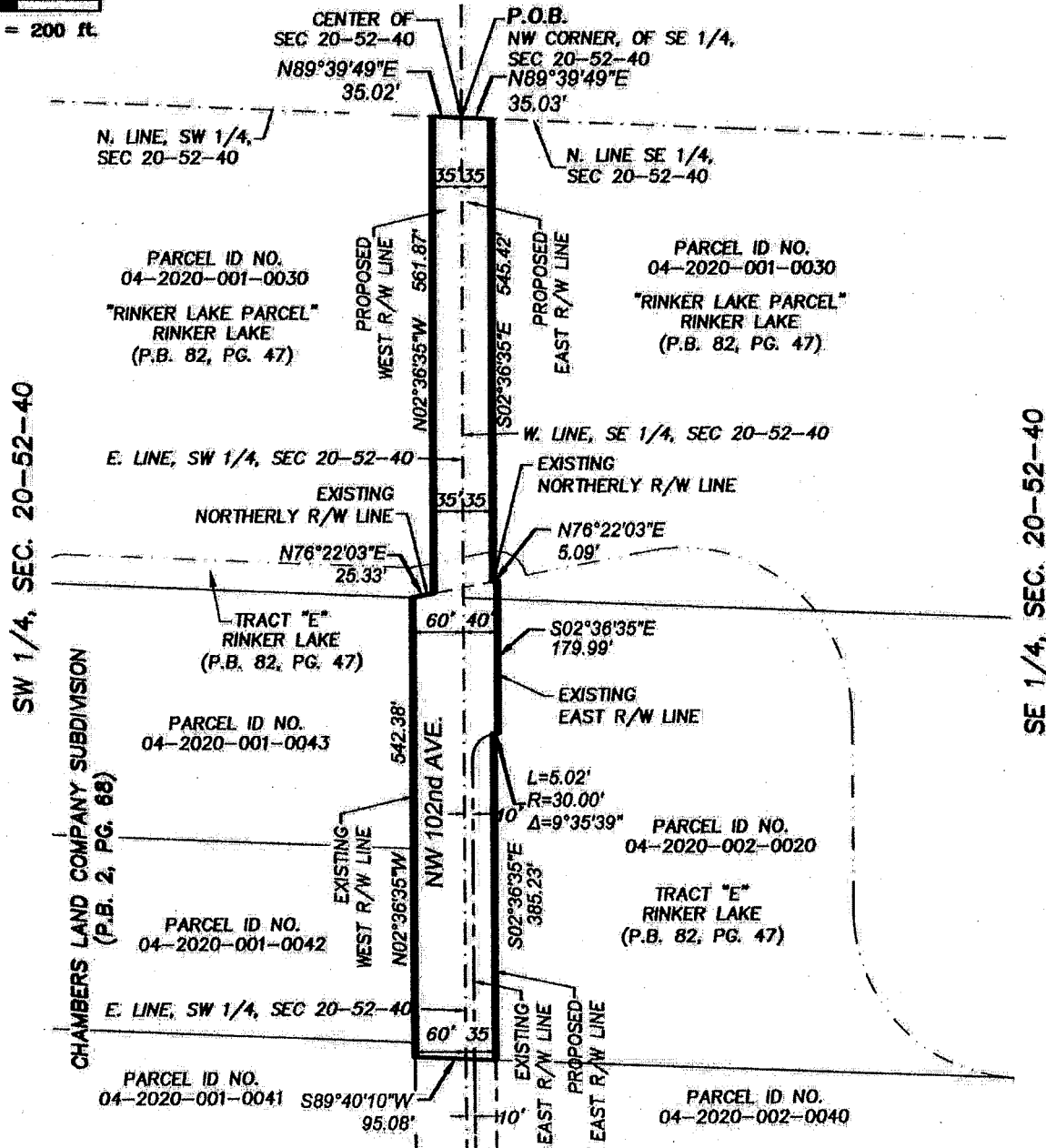
EXHIBIT "A"



GRAPHIC SCALE
0 100 200
1 inch = 200 ft.

LINE TYPES

EXISTING R/W LINE ———
SECTIONAL LINES - - - - -
TRACT LINES



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THIS IS NOT A SURVEY

DATE: Nov 02, 2018 - 4:50pm EST FILE: C:\PROJECTS\86205 RJ Behar - Holeah NW 102nd Ave(S of 138)\DWG\05-86205-RJ BEHAR RW S&L.dwg

DRAWING No. 2293-SS-04

BEC ORDER # 05-86205

PROJECT: NW 102ND AVENUE RIGHT OF WAY SKETCH AND LEGAL

DATE:
11/02/2018

REV DATE:

FIELD BOOK
N/A

SHEET
3 OF 3

DRAWN BY CLIENT
W.J.R.

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